

“MICROSOFT COMPLETE”

Service Contract Terms & Conditions

BE SURE TO REGISTER YOUR SERVICE CONTRACT ONLINE!

In order to maximize Your benefits, please go to <https://support.microsoft.com> and register Your Service Contract within 10 days of purchase. Failure to do so may result in significant service delays when You have a Claim.

Please keep this important terms and conditions document (“**Service Contract**”, “**Contract**”), and Proof of Purchase together in a safe place, as these will be needed at time of a Claim. The information contained in this Contract document is intended to serve as a valuable reference guide to help You determine and understand WHAT IS COVERED under Your Contract. For any questions regarding the information contained in this Contract document, or Your Coverage in general, please contact the Administrator at 65-63709000.

DEFINITIONS

Throughout this Contract, the following capitalized words have the stated meaning –

- “**Service Contract**”, “**Contract**”: this document detailing all Coverage provisions, conditions, exclusions and limitations for the Microsoft Complete program that has been provided to You upon purchase completion from Our Retailer.
- “**We**”, “**Us**”, “**Our**”, “**Provider**”, “**Obligor**”, “**Administrator**”: the party or parties obligated to provide service under this Contract as the service contract provider/obligor, as well as handle the administration under this Contract as the service contract Administrator, who is Microsoft Regional Sales Corp, located at Blk 438 B, Alexandra Technopark, #04-09/12, Alexandra Road, Singapore 119968.
- “**Microsoft**”: the original equipment manufacturer of the Covered Product.
- “**Retailer**”: the seller that has been authorized by Us to sell this Contract to You.
- “**You**”, “**Your**”: the purchaser/owner of the Product(s) covered by this Contract.
- “**Covered Product(s)**”, “**Product(s)**”: the eligible Microsoft Surface, Studio or Xbox series device(s) purchased by You that is/are to be Covered under this Service Contract.
- “**Plan**”: the specific “**COVERAGE PLAN OPTION**” under this Service Contract that You have selected and purchased, as confirmed on Your Proof of Purchase.
- “**Original Purchase Price**”: the amount paid by You for the covered Product(s); excluding any applicable taxes and/or fees, as indicated on Your Proof of Purchase.
- “**Proof of Purchase**”: the original purchase receipt provided at the point of sale that confirms the date in which the Service Contract and Product were purchased, as well as the Term period and specific Coverage Plan Option.
- “**Term**”: the period of time shown on Your Proof of Purchase which represents the duration in which the provisions of this Contract are valid.
- “**Claim**”: a request for Repair or Replacement in accordance with this Contract sent by You. “**Breakdown**”: the mechanical and/or electrical failure of the Covered Product that results in it no longer being able to perform its intended function; including defects in materials or workmanship and NOT normal wear/tear, and that occurs during normal use of the Product.
- “**Power Surge**”: damage to the Product resulting from an oversupply of voltage to Your Product while properly connected to a surge protector, but not including damages resulting from the improper installation or improper connection of the Product to a power source.
- “**Service Fee**”: the amount You are required to pay, per Claim, for services covered under this Contract (if any).
- “**Accidental Damage**”: refers to accidental damage from handling; meaning such as damage resulting from unintentionally dropping the Covered Product, liquid spillage, or in association with screen breakage.
- “**Repair**”: the actions We take to mend, remedy, or restore Your Covered Product to a sound functioning state following a Covered Breakdown or Covered Accidental Damage Claim. Parts used to Repair the Covered Product may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the original Product.
- “**Replace**” or “**Replacement(s)**”: an item supplied to You through Our arrangement in the event We determine the Covered Product is not suitable for Repair. We reserve the right to Replace the Covered Product with a new, rebuilt or refurbished item of equal or similar features and functionality. We make no guarantee that a Replacement will be the same model, size, dimensions or color as the previous Covered Product.

TERRITORY

This Service Contract is valid and eligible for purchase in Singapore only.

SERVICE CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

1. **Coverage for damages to Your Product resulting from Accidental Damage** begins upon Product purchase date and continues for the Term shown on Your Proof of Purchase.
2. **Coverage for a Breakdown** begins upon expiration of the shortest portion of the manufacturer’s original parts and/or labor warranty and continues for the remainder of Your Term shown on Your Proof of Purchase.

PRODUCT ELIGIBILITY

In order to be eligible for Coverage (defined below) under this Contract, the merchandise must be: (a) an eligible Microsoft Surface, Studio or Xbox series device; (b) purchased from an authorized Retailer; (c) not covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined herein; and (d) solely intended for normal residential/personal use (NOT intended for commercial use; such as rental, business, educational or institutional use)

WHAT IS COVERED – GENERAL

During the SERVICE CONTRACT TERM described above, in the event of a covered Claim for a Breakdown or Accidental Damage event, this Service Contract provides for (i) the labor and/or parts required to Repair the covered Product; or (ii) at Our sole discretion, a Replacement of the Covered Product in lieu of such Repair; or (iii) a straight Replacement for the Covered Product if detailed under Your Plan description ("**Coverage**", "**Covered**", "**Cover**"). Please refer to the "COVERAGE PLAN OPTIONS" section that is applicable to Your Plan for full details.

IMPORTANT NOTICES REGARDING COVERAGE UNDER THIS CONTRACT

- A. If We provide a Replacement to You:
- ▶ We reserve the right to replace a defective Product with a new, rebuilt or refurbished item of equal or similar features and functionality; which may not be the same model, size, dimension or color as the previous Covered Product.
 - ▶ Technological advances may result in a Replacement that has a lower retail or market price than the previous Covered Product, and in such situation, this Contract shall not provide You with any reimbursement for such a price difference.
 - ▶ Any and all Covered Product parts, components or entire units Replaced under the provisions of this Contract shall become Our property in their entirety.
 - ▶ In all cases accessories, attachments and/or peripherals will NOT be included or provided in association with a Replacement.
- B. Coverage described under this Service Contract shall not Replace or provide any duplicative benefits during any valid Manufacturer's warranty period. During such period, anything Covered under the manufacturer's warranty is the sole responsibility of the manufacturer and shall NOT be Covered under this Contract; regardless of the manufacturer's ability to fulfill its obligations.
- C. Coverage under this Service Contract is limited to that which is specifically described in this document. Anything NOT specifically expressed herein is NOT Covered (including but not limited to any training services provided separately by Microsoft or Microsoft's designees).
- D. YOUR RESPONSIBILITIES: It is Your responsibility to backup any/all software and/or data on a regular basis; especially, prior to commencement of any services Covered under this Contract. Software and/or data transfer or restoration services are NOT Covered.

SERVICE FEE

Refer to Your Plan description in the "COVERAGE PLAN OPTIONS" section to confirm if You are required to pay any Service Fee amount for Coverage under this Plan.

COVERAGE PLAN OPTIONS

(As indicated on the Proof of Purchase and applicable to You)

SURFACE PLAN:

Your Summary of Cover can be found at <https://support.microsoft.com>

When purchased, this **Service Contract** provides the coverage that is described in the "WHAT IS COVERED – GENERAL" section above, including AD coverage and subject to the following provisions:

COVERED ESSENTIALS: Surface tablet, laptop, Studio desktop computer, and/or book plus associated power supply unit with attaching cords are insured under this **Contract**, when such are originally supplied by **Microsoft** within a single, all-in-one packaged purchase.

- ▶ **NOTICE** – Studio desktop computer only includes mouse and keyboard when such are originally supplied by **Microsoft** within a single, all-in-one packaged purchase).
- ▶ **NOTICE – EXPRESSLY EXCLUDED ITEMS: DIGITAL PEN, KEYBOARD, MOUSE AND ANY OTHER ACCESSORIES OR ADD-ON ITEMS ARE NOT COVERED UNDER THIS SERVICE CONTRACT (REGARDLESS OF WHETHER SUCH WERE ORIGINALLY SUPPLIED BY MICROSOFT WITHIN A SINGLE, ALL-IN-ONE PACKAGED PURCHASE).**

SERVICE FEE

Under **Your Policy**, **You** are required to pay a £49.00 **Service Fee**, per covered claim, which must be paid at the time services are authorised by **Us**.

LIMIT OF LIABILITY

During **Your Contract Term**, the cumulative maximum amount that **We** are obligated to pay shall not exceed the **Original Purchase Price** of **Your Product** ("**Aggregate Limit**"). The **Repair** and **Replacement** limits that accumulate towards this **Aggregate Limit** is broken down as follows:

- ▶ **REPAIR LIMIT:** Up to three (3) **Repairs** to the original **Product**; which cumulatively, shall not exceed the **Original Purchase Price** of **Your Product**. ONCE THIS LIMIT IS REACHED, COVERAGE UNDER THE **CONTRACT** WILL END; REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT **TERM**.
- ▶ **REPLACEMENT LIMIT:** Up to two (2) **Replacements**, provided at **Our** sole discretion. ONCE THIS LIMIT IS REACHED, COVERAGE UNDER THIS **CONTRACT** WILL END; REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT **TERM**.

If **We** choose to **Replace Your Product**, **We** may provide advanced exchange service. When **We** provide advanced exchange service, the **Replacement** product will be delivered to **You** in advance of **Our** receipt of **Your** defective **Product**. **YOU MUST SHIP YOUR DEFECTIVE PRODUCT TO US WITHIN TEN (10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT**. If **You** do not return the claimed defective **Product** to **Us** within ten (10) calendar days of confirmed delivery receipt of the **Replacement** product, **You** will be charged a non-returned device fee equal to the **Manufacturer's** suggested retail price of the **Replacement** product.

XBOX PLAN:

Your Summary of Cover can be found at <https://support.microsoft.com>

When purchased, this **Service Contract** provides the coverage that is described in the "WHAT IS COVERED – GENERAL" section above, including AD coverage and subject to the following provisions:

COVERED ESSENTIALS: Xbox console plus associated power supply unit with attaching cords are insured under this **Service Contract**, when such are originally supplied by **Microsoft** within a single, all-in-one packaged purchase.

BUNDLE PRODUCTS: When purchased as a single, in-the-box package (an “**Xbox Product Bundle**”), coverage for up to two (2) Xbox standard controllers OR one (1) Xbox Elite controller is also included under this **Service Contract** (as applicable and included in **Your Xbox Product Bundle** purchase).

- ▶ **NOTICE – EXPRESSLY EXCLUDED ITEMS:** ANY OTHER ACCESSORIES OR ADD-ON ITEMS THAT ARE NOT LISTED IN THE “COVERED ESSENTIALS” PROVISION ABOVE, ARE NOT COVERED UNDER THIS **SERVICE CONTRACT** (REGARDLESS OF WHETHER SUCH WERE ORIGINALLY SUPPLIED BY MICROSOFT WITHIN A SINGLE, ALL-IN-ONE PACKAGED PURCHASE). COVERAGE FOR THE COMPONENTS LISTED UNDER THE “BUNDLE PRODUCTS” PROVISION ABOVE ARE NOT COVERED UNLESS YOU HAVE PURCHASED SUCH UNDER A SINGLE, ALL-IN-ONE PURCHASE.

SERVICE FEE

Under **Your Contract**, no **Service Fee** payment is required.

LIMIT OF LIABILITY

- During **Your Contract Term**, the maximum amount that **We** are obligated to pay pursuant to this **Contract**; for any one (1) claim and for all claims in total during the **Term** of the **Contract** shall not exceed the **Original Purchase Price of Your Product** (or **Products** if multiple eligible items are purchased under a single transaction or part of a bundle).
- If **Your Xbox console**, or **Xbox Elite controller** has already been **Repaired** or **Replaced**, **You** will no longer be eligible for benefits in association with this **Product** component for the remainder of the **Term** of this **Contract**.
- If **Your Xbox standard controller Product** has already been **Repaired** or **Replaced** twice in total, **You** will be no longer eligible for benefits in association with this component of **Your Xbox system** for the remainder of the **Term** of this **Contract**.

NOTICE – If **We** choose to **Replace Your Product**, **We** may provide advanced exchange service. When **We** provide advanced exchange service, the **Replacement** product will be delivered to **You** in advance of **Our** receipt of **Your** defective **Product**. **YOU MUST SHIP YOUR DEFECTIVE PRODUCT TO US WITHIN TEN (10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT**. If **You** do not return the claimed defective **Product** to **Us** within ten (10) calendar days of confirmed delivery receipt of the **Replacement** product, **You** will be charged a non-returned device fee equal to the **Manufacturer’s** suggested retail price of the **Replacement** product.

ADDITIONAL BENEFIT INCLUDED IN THIS SERVICE CONTRACT

During the **Term**, if **Your Product** has three (3) **Repairs** covered under **Your Contract** for the same problem and a fourth (4th) **Repair** is required for the same problem and considered covered under **Your Contract** (“**Qualifying Service Repairs**”), **We** will **Replace Your Product** with one of like kind and quality, but not necessarily same brand, or, at **Our** sole discretion, provide **You** with reimbursement equal to the fair market value of the **Product** as determined by **Us** based upon the age of the **Product** and subject to the “**LIMIT OF LIABILITY**” section. Any **Repair** services performed while **Your Product** is under its manufacturer’s warranty period or in relation to accidental damage from handling (if purchased/applicable) are not considered to be **Qualifying Service Repairs** under this benefit.

PLACE OF SERVICE

For covered **Claims**, **You** are responsible for transporting **Your Product** to a service center authorized by **Us** (i.e. carry-in delivery or prepaid and insured shipment).

LIMIT OF LIABILITY

In addition to that which is noted in the “**COVERAGE PLAN OPTIONS**” section as applicable to “**Your Plan**”, neither **We** nor the **Retailer** shall be liable for any incidental or consequential damages; including but not limited to: (i) property damage, lost time, lost data or lost income resulting from a defined **Breakdown**, or **Accidental Damage**, any non-defined mechanical/electrical failure, training services provided separately by **Microsoft** or its affiliates, or any other kind of damage of or in association with the **Covered Product**; including but not limited to any non-Covered equipment used in association with the **Covered Product**; (ii) delays in rendering **Covered services** or the inability to render service for any reason; (iii) the unavailability of any parts/components; (iv) any costs incurred by the customer associated with customized installations to fit the **Covered Product** such as third party stands, mounts and customized alcoves and the like; or (v) a replacement that is a different model, size, dimension or color as the previous **Covered Product**. **We** shall not assume any liability or damage to property or injury or death to any party(ies) arising out of the operation, maintenance or use of the **Covered Product** or a **Replacement** provided under the provisions of this **Contract**. **We** shall not be liable for any and all **Pre-Existing Conditions** (as defined in the **GENERAL EXCLUSIONS** section) known to **You**, including any inherent **Product** flaws.

WHAT IS NOT COVERED – EXCLUSIONS

THIS CONTRACT DOES NOT COVER ANY CLAIM IN CONNECTION WITH OR RESULTING FROM:

- (a) **Pre-Existing Conditions** incurred or known to **You** (“**Pre-Existing Conditions**” refers to damages or defects associated with the **Covered Product** before this **Contract** was purchased);
 - (b) **Improper packaging and/or transportation** by **You** or **Your representative** resulting in damage to the **Product** while it is in transit, including improperly securing the **Product** during transportation;
 - (c) **Any Consequential Loss** whatsoever including but not limited to: (i) property damage, lost time, lost data or lost income resulting from a defined **Breakdown**, or **Accidental Damage** event, any non-defined mechanical/electrical failure, training services provided separately by **Microsoft** or its affiliates, or any other kind of damage of or in association with the **Product**; including, but not limited to any non-covered equipment used in association with the **Product**; (ii) delays in rendering services or
 - (d) **Modifications, adjustments, alterations, manipulation or repairs** made by anyone other than a service technician authorized by **Us** or **Microsoft**;
- the inability to render service for any reason; (iii) the unavailability of any parts/components; (iv) any costs incurred by **You** associated with customised installations to fit the **Product** such as third party stands, mounts and, customised alcoves and the like; or (v) a **Replacement** that is a different model, size, dimension or color as the previous **Product**. **We** shall not assume any liability or damage to property or injury or death to any party(ies) arising out of the operation, maintenance or use of the **Product** or a **Replacement** provided under the provisions of this **Service Contract**.

- (e) Merchandise that is intended for Commercial Use (*“Commercial Use” refers to rental, business, educational, institutional or any other non-residential use*);
- (f) Damage from freezing or overheating;
- (g) Normal wear and tear;
- (h) The intentional or negligent treatment of the Product in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure;
- (i) Viruses, vandalism, loss (unforeseen disappearance), theft, or malicious mischief or disappearance;
- (j) Rust, corrosion, warping, bending;
- (k) Animals (including pets), animal inhabitation or insect infestation;
- (l) Fortuitous events; including, but not limited to: riot, nuclear radiation, war/hostile action or radioactive contamination, environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action, governmental act, or internet or other telecommunications malfunction;
- (m) Lack of performing the manufacturer’s recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer’s specifications or instructions;
- (n) Improper use of electricity and power fluctuations;
- (o) Merchandise that is subject to a manufacturer’s recall, warranty or rework to repair design or component deficiencies, improper construction, manufacturer error; regardless of the manufacturer’s ability to pay for such repairs;
- (p) Merchandise that has removed or altered serial numbers;
- (q) Any consequential damages or delay in rendering service under this Service Contract, or loss of use or data during the period of time in which the Product is at an authorized servicer or otherwise awaiting parts as authorized by Us;
- (r) Non-Breakdown problems; including but not limited to: imperfections, noises, squeaks or Cosmetic Damage (*“Cosmetic Damage” refers to damages or changes to the physical appearance of the Product that does not impede or hinder the Product’s normal operational function; such as scratches, abrasions, or changes in color, texture, or finish*);
- (s) Normal periodic or preventive maintenance, user education or set up adjustments;
- (t) Any service of the Product that is covered by a warranty, other service contract, or insurance;
- (u) Accessories and peripherals (such as detachable keyboards), or attachments that are essential to the basic function of the Product, but not provided and included by the manufacturer in the packaging and with the original sale of the Product;
- (v) Screen/monitor imperfections; including but not limited to: burned-in images in CRT, LCD, LED or plasma screens caused by video games, prolonged display of one or more video signals; or cracked screens
- (w) Cost of lost components not covered by the Product’s original manufacturer’s warranty, or any non-operating / non-power-driven part; including but not limited to: plastic parts or other parts such as accessory cables, batteries (except as may be otherwise stated in this Contract), connectors, cords, fuses, keypads, plastic body or molding, switches and wiring; or Coverage that would violate any U.S. economic or trade sanctions;
- (x) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; or
- (y) Any service performed in conflict with the TERRITORY provisions of this Service Contract.

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS CONTRACT DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM YOUR COVERED PRODUCT, AND WE ARE UNABLE TO TRANSFER SUCH TO ANY REPLACEMENT DEVICE THAT MAY BE PROVIDED TO YOU. IN NO EVENT WILL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM ANY PRODUCT.

IF YOUR PRODUCT EXPERIENCES AN OCCURRENCE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION, OR IN THE EVENT OF A SERVICE INCIDENT WHEREIN THERE IS A “NO PROBLEM FOUND” DIAGNOSIS FROM OUR AUTHORIZED SERVICER, THEN YOU ARE RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE; INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

HOW TO FILE A CLAIM

IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE DAMAGE OR BREAKDOWN TO YOUR PRODUCT IS COVERED UNDER YOUR SERVICE CONTRACT. In order for a Claim to be considered, You will need to first contact Us for initial diagnosis of the problem with Your Product. THIS CONTRACT MAY NOT PROVIDE ANY COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS.

For best service, have Your Proof of Purchase readily available and call Us at 65-63709000 or visit <https://support.microsoft.com> for online web support. Our authorized representatives will promptly obtain details regarding the issue You are experiencing with the Product, and will first attempt to resolve the situation over the telephone and/or remotely. If We are unsuccessful in resolving the issue over the telephone and/or remotely, You will be provided with a *Claim service request number* and further instructions on how to obtain service for Your Product.

Please do not take or return Your Product to the Retailer or ship Your Product anywhere, unless We instruct You to do so. If You are instructed by Us to take the Product to an authorized servicer near You or to a Retailer, or if You are instructed to mail-in the Product elsewhere (such as an authorized depot center), please be sure to include all of the following with Your Product:

- (1) The defective Product;
- (2) A copy of Your Proof of Purchase;
- (3) A brief written description of the problem You are experiencing with the Product; and
- (4) A prominent notation of Your *Claim service request number* that We gave to You.

NOTE: If We require You to mail the Product elsewhere, We will provide You specific instructions on how to mail the Product. For mail-in service, We will pay for shipping to and from Your location if You follow all instructions. You are urged to use caution when transporting and/or shipping the Product, as We are not liable for any freight charges or damages due to improper packaging by You or Your authorized representative.

Coverage is only provided for eligible services that are conducted by a servicer, Retailer, or depot center which has been authorized by Us. If Your Term expires during the time of an approved Claim, Coverage under this Contract will be extended until the date in which the approved Claim in progress has been fulfilled completely in accordance with the terms and conditions of this Contract.

RENEWABILITY

After Your Term expires, We may offer You the option to renew Your Coverage. If We offer to renew Your Coverage, the renewal price quoted will reflect the age of Your Product and the prevailing Product Replacement cost at the time of the renewal.

TRANSFERABILITY

Coverage under this Contract may be transferred by You to another individual residing in Singapore by contacting the Administrator at 65-63709000.

CANCELLATION

You may cancel this Contract at any time by informing the Administrator at 65-63709000 (or in writing) of the cancellation request. **NOTICE:** The following cancellation provisions apply to the original purchaser of the Contract only.

- If Your cancellation request is within 30 days of the Contract purchase date, You will receive a 100% refund of the Contract purchase price paid by You, minus any Claims paid by Us. If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.
- If Your cancellation request is made after 30 days of the Contract purchase date, You will receive a pro-rata refund of the Contract purchase price paid by You, minus any Claims paid by Us.
- We may only cancel this Contract for the following reasons: (A) non-payment of the Contract purchase price/fee by You; (B) material misrepresentation by You; or (C) substantial breach of duties under this Contract by You in relation to the covered Product or its use.
 - If We cancel this Contract, We will provide written notice to You at least 15 days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies.

COMPLAINTS PROCEDURE

It is always the intention to provide You with a first class service. However, if You are not happy with the service please notify one of Our representatives at the telephone number found at <https://support.microsoft.com> or via email: msespb@microsoft.com.

We will reply within five (5) working days from when We receive Your complaint. If it is not possible to give You a full reply within this time (for example, because a detailed investigation is required), We will give You an interim response telling You what is being done to deal with Your complaint, when You can expect a full reply and from whom. In most cases Your complaint will be resolved within four (4) weeks.

PRIVACY AND DATA PROTECTION

You agree that any information or data disclosed to Us under this Contract ("**Data**") is not confidential. Furthermore, You agree that We may collect, use, disclose and process Data when We provide the services contemplated under this Contract and make disclosures to governmental, regulatory or other competent authorities and as permitted or required by applicable laws. This may include transferring Your Data to related corporation, agents or third party service providers in accordance with Our Customer Privacy Policy. Except for the purposes aforementioned, We will not share Your Data with third parties without Your permission. We will comply with applicable privacy and data protection laws in Your specific jurisdiction.

Unless specifically prohibited by Your jurisdiction's privacy and data protection laws, We may transfer Your Data to other countries and jurisdictions provided that anyone to whom We transfer Your Data provides an adequate level of protection. In addition, Your Data may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

GENERAL PROVISIONS

1. **Subcontract.** We may subcontract or assign performance of Our obligations to third parties, but We shall not be relieved of Our obligations to You when doing so.
2. **Waiver; Severability.** The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
3. **Notices.** You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You provide Us. All notices or requests pertaining to this Contract will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to You by email or fax number that You provided to Us, or three (3) days after mailing to the street address You provided.
4. **Law.** This Service Contract is governed by the laws of Singapore.

ENTIRE AGREEMENT

This Service Contract; including the Proof of Purchase, terms, conditions, limitations, exceptions and exclusions, and Your Proof of Purchase, constitute the ENTIRE AGREEMENT between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.